

# EXHIBIT B

## 2<sup>nd</sup> Modified Mississippi Settlement Agreement And Reform Plan

(See Mississippi Department of Child Protection Services Website)  
<https://www.mdcps.ms.gov/olivia-y-lawsuit/>

# EXHIBIT C

## BUDGET NARRATIVE

**EXHIBIT C**  
**Budget Summary and Narrative**  
**MS Children's Home Society DBA Canopy Children's Solutions**  
**RFP No. 2018NHORE001**  
**October 1, 2017 - September 30, 2018**

October 1, 2017 -  
September 30, 2018

	Amount	Intensive	Step Down	Soft Support	TOTAL	Intensive %	Step Down %	Soft Support %
Clinical Team Supervisors: These Licensed Master's or Certified Mental Health (CMHT) level positions will provide oversight and administrative responsibility to the In-Home Services Teams. Allocation based on staff available to serve CPS referrals and time spent providing oversight and administrative duties for CRRS teams. To include job titles of Program Supervisor, Site Manager and/or Permanency Supervisor.	\$423,000.00	\$370,153.06	\$27,823.02	\$15,323.92	\$423,000.00	0.8751	0.0667	0.0582
Documentation for Family Support Services will be provided per case.	\$1,250,000.00	\$1,102,593.59	\$111,770.71	\$45,645.71	\$1,250,000.00	0.8751	0.0887	0.0362
30 Case Managers allocation based on staff available to serve CPS referrals. Time spent per case member will be retained for audit purposes.	\$993,000.00	\$869,940.87	\$98,085.96	\$25,973.17	\$993,000.00	0.8751	0.0887	0.0362
Documentation for Family Support Services will be provided per case.	\$445,000.00	\$442,003.18	\$4,297.33	\$1,739.89	\$445,000.00	0.8751	0.0887	0.0362
Workforce Development Training: These positions will provide the required annual training to all In-Home Staff to ensure the requirements are met per MCO's criteria. To include a minimum of 40 hours of pre-service training and 12 hours of annual training for all staff members.	\$39,000.00	\$30,697.32	\$3,104.74	\$1,287.94	\$39,000.00	0.8751	0.0887	0.0362
Research and Quality Management: This department oversees the development of performance outcome measures that are identified within the In-Home Services Program. The goal of this department is to develop and implement a continuous measurement and evaluation system that meaningfully and accurately reflects the performance of the In-Home Program that meaningfully and accurately reflects the performance of the organization and promotes individual, programmatic and organizational improvement.	\$25,000.00	\$21,876.56	\$2,217.57	\$905.87	\$25,000.00	0.8751	0.0887	0.0362
Administrative Assistants 25% of time providing support for the In-Home Services	\$167,173.00	\$146,287.46	\$14,823.40	\$6,065.14	\$167,173.00	0.8751	0.0887	0.0362
Regional Directors - These positions will serve as directors for the four regions of the state, providing regional administrative and management services for In-Home Services.	\$54,000.00	\$59,004.29	\$5,677.24	\$2,318.51	\$54,000.00	0.8751	0.0887	0.0362
Practice Training Specialists Responsible for professional development, annual and new hire orientation training for In-Home Services Staff	\$54,000.00	\$59,004.29	\$5,677.24	\$2,318.51	\$54,000.00	0.8751	0.0887	0.0362
Family Preservation Coordinator - The Family Preservation Coordinator is responsible for the coordination and serves as the liaison for the family preservation program statewide. Works in collaboration with the In-Home Services Director to oversee the practice of the family preservation program as it relates to planning, organizing, and administering family preservation/education services including implementation of the program and oversight of the program. This position will also coordinate and oversee the implementation of the program and oversight of the program. This position will also coordinate and oversee the implementation of the program and oversight of the program. This position will also coordinate and oversee the implementation of the program and oversight of the program.	\$16,000.00	\$14,001.06	\$1,419.31	\$579.63	\$16,000.00	0.8751	0.0887	0.0362
Part-time Child and Family Advocate - This role will serve as a representative of, and advocate for youth and their families and is responsible for conducting communication among families, the community, and In-Home Services staff.	\$16,000.00	\$14,001.06	\$1,419.31	\$579.63	\$16,000.00	0.8751	0.0887	0.0362
Director of Intensive In-Home Services - 50% of time will have practice oversight to all intensive In-Home based programs including the implementation of CRRS and oversight of the family preservation program as it relates to planning, organizing and administering family preservation/education services	\$47,850.00	\$41,871.32	\$4,214.63	\$1,753.45	\$47,850.00	0.8751	0.0887	0.0362
Time is allocated based upon allocation by program size.	\$3,131,023.00	\$2,739,832.42	\$277,745.39	\$13,445.20	\$3,131,023.00	0.8751	0.0887	0.0362
<b>TOTAL</b>	<b>\$3,131,023.00</b>	<b>\$2,739,832.42</b>	<b>\$277,745.39</b>	<b>\$13,445.20</b>	<b>\$3,131,023.00</b>	<b>0.8751</b>	<b>0.0887</b>	<b>0.0362</b>

**BENEFITS**

FICA @ .0765 x \$3,131,023	\$239,523.26	\$209,699.74	\$21,247.37	\$6,677.15	\$239,523.26	0.8751	0.0887	0.0362
Workers' compensation @ 3% x \$3,131,023	\$93,930.69	\$82,195.38	\$8,332.30	\$3,402.30	\$93,930.69	0.8751	0.0887	0.0362
Health and life insurance (approx. 70 hrs x \$500 per month x 12)	\$420,000.00	\$367,627.85	\$37,256.80	\$15,215.24	\$420,000.00	0.8751	0.0887	0.0362
Retirement if eligible (eligible after 1 year of employment) 3% x \$3,131,023	\$93,930.69	\$82,195.38	\$8,332.30	\$3,402.30	\$93,930.69	0.8751	0.0887	0.0362
Unemployment insurance @ .19% on first \$7,000.00 (approx. 70 hrs x \$7,000 x .19%)	\$93,930.69	\$82,195.38	\$8,332.30	\$3,402.30	\$93,930.69	0.8751	0.0887	0.0362
<b>TOTAL</b>	<b>\$856,694.64</b>	<b>\$749,694.64</b>	<b>\$75,994.74</b>	<b>\$31,095.27</b>	<b>\$856,694.64</b>	<b>0.8751</b>	<b>0.0887</b>	<b>0.0362</b>

**TRAVEL**

Lodging, meals, registrations for staff for conferences & training and business related travel - staff	\$28,000.00	\$24,501.86	\$2,483.79	\$1,014.35	\$28,000.00	0.8751	0.0887	0.0362
to attend training/conferences and business related meeting @ \$400.00	\$28,000.00	\$24,501.86	\$2,483.79	\$1,014.35	\$28,000.00	0.8751	0.0887	0.0362
Mileage - Mileage reimbursement up to federal allowed reimbursement rate \$0.53/mile @ 692,500 miles	\$361,725.00	\$316,533.37	\$32,087.51	\$13,104.12	\$361,725.00	0.8751	0.0887	0.0362
<b>TOTAL</b>	<b>\$389,725.00</b>	<b>\$341,035.23</b>	<b>\$34,571.30</b>	<b>\$14,118.47</b>	<b>\$389,725.00</b>	<b>0.8751</b>	<b>0.0887</b>	<b>0.0362</b>

**CONTRACTUAL**

Training - Includes contract with consultants for 14 days at \$1,500.00 a day and training provided for and by program staff, as well as conferences for staff development	\$115,800.00	\$101,332.89	\$10,277.26	\$4,195.08	\$115,800.00	0.8751	0.0887	0.0362
This also includes travel (lodging, meals, airfare) for consultants.	\$115,800.00	\$101,332.89	\$10,277.26	\$4,195.08	\$115,800.00	0.8751	0.0887	0.0362
14 x \$1,000.00 + (\$155 per year for 50 staff for Practice Web)	\$80,000.00	\$69,503.98	\$5,322.41	\$2,173.61	\$80,000.00	0.8751	0.0887	0.0362
Professional dues for 40 licensed staff, office licensing fees and software licensing fees. Professional consulting for data analytics and software development.	\$125,400.00	\$109,733.32	\$11,123.85	\$4,542.83	\$125,400.00	0.8751	0.0887	0.0362
Telephone - Includes cell phones usage and office phone system estimated @ \$50/month for 11 offices for 12 months. This includes dedicated conference line for DHS for In-Home case staffing \$550 x 11 x 12	\$22,500.00	\$19,688.99	\$1,995.91	\$815.10	\$22,500.00	0.8751	0.0887	0.0362
Accounting - Includes a portion of the annual audit, required by outside certified public accounting firm. This allocation represents approximately 30% of the annual fee of \$75,000.00	\$17,500.00	\$15,532.43	\$1,574.55	\$643.02	\$17,500.00	0.8751	0.0887	0.0362
Personal Expenses - Includes \$1,250 for 11 offices annually primarily for advertising for staff and background checks, drug screens through outside firm, and other immunities such as TB and Hepatitis vaccinations and online training at \$50 per 50 employees	\$11,000.00	\$9,626.73	\$975.78	\$398.49	\$11,000.00	0.8751	0.0887	0.0362
Printing - Includes printing cost for 11 offices at \$1,000	\$398,000.00	\$346,528.27	\$35,127.94	\$14,345.79	\$398,000.00	0.8751	0.0887	0.0362
Lease property - Rental of office space estimated @ \$3,000 for 11 offices for 12 months								
\$3,000 x 11 x 12 Allocation based on number of teams in office								
Utilities - Includes gas, electricity, water, internet/rock up and access, other utilities, and calling and hook-up/installation cost estimated at \$500 per month for 12 months for 11 offices								

\$600 x 11 x 12 Post contract services, janitorial, maintenance of property, equipment, and street services estimated at \$1100.00 a month for all 11 offices	\$106,600.00	\$92,407.00	\$9,967.45	\$3,826.55	\$106,600.00	0.8751	0.0887	0.0362
\$100.00 x 11 Insurance - Professional liability, property/equipment coverage and other estimated at \$2800 for 11 offices	\$12,100.00	\$10,586.30	\$1,073.35	\$438.34	\$12,100.00	0.8751	0.0887	0.0362
\$2800 x 11 Equipment rental - includes equipment rental to equip 11 offices estimated at \$1,500.00 per office annually for copier, fax machine, postage meter and other misc. rental	\$30,800.00	\$26,592.04	\$2,732.17	\$1,115.78	\$30,800.00	0.8751	0.0887	0.0362
\$1,500 x 11 Flex Funds for families to assist with concrete needs, not restricted	\$16,500.00	\$14,438.50	\$1,483.66	\$597.74	\$16,500.00	0.8751	0.0887	0.0362
	\$42,500.00	\$37,180.32	\$3,770.04	\$1,359.64	\$42,500.00	0.8751	0.0887	0.0362
	\$96,900.00	\$83,619.66	\$84,783.37	\$34,430.97	\$96,900.00	0.8751	0.0887	0.0362
<b>TOTAL</b>								
<b>COMMODITIES</b>								
Office Supplies - Paper, pens, calculator tape, computer, and copier supplies.								
\$1.00 x 11 x 12 Janitorial supplies - Cleaning products, toiletries and other janitorial items	\$13,200.00	\$11,550.86	\$1,170.93	\$478.19	\$13,200.00	0.8751	0.0887	0.0362
300 x 8 Program Expenses - Materials for training sessions and other items including manuals, notebooks, DVD's, workbooks, binders, training curriculum and other parenting educational materials and other supplies applicable to the program, and misc.	\$2,400.00	\$2,100.16	\$212.90	\$86.94	\$2,400.00	0.8751	0.0887	0.0362
Postage and shipping	\$52,000.00	\$45,803.46	\$4,612.76	\$1,893.79	\$52,000.00	0.8751	0.0887	0.0362
123 x 11 x 12 Gasoline - For travel in a company vehicles (mileage will not be paid to the individuals in regions).	\$16,600.00	\$14,438.59	\$1,463.66	\$597.74	\$16,600.00	0.8751	0.0887	0.0362
	\$3,194.63	\$2,795.51	\$283.39	\$115.73	\$3,194.63	0.8751	0.0887	0.0362
	\$87,294.63	\$76,288.59	\$7,743.84	\$3,162.40	\$87,294.63	0.8751	0.0887	0.0362
<b>TOTAL</b>								
<b>EQUIPMENT</b>								
Technology equipment								
	\$75,000.00	\$65,629.97	\$6,653.02	\$2,717.01	\$75,000.00	0.8751	0.0887	0.0362
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.8751	0.0887	0.0362
	\$75,000.00	\$65,629.97	\$6,653.02	\$2,717.01	\$75,000.00	0.8751	0.0887	0.0362
<b>TOTAL</b>								
	\$5,436,667.27	\$4,809,650.91	\$487,505.45	\$196,090.91	\$5,436,667.27	0.8751	0.0887	0.0362
Indirect Cost at 10%	\$549,864.73	\$480,909.09	\$48,770.55	\$19,909.09	\$549,864.73	0.8751	0.0887	0.0362
<b>GRAND TOTAL</b>	\$6,046,296.00	\$5,290,600.00	\$536,276.00	\$219,000.00	\$6,046,296.00	0.8751	0.0887	0.0362

**EXHIBIT C**  
**Budget Summary and Narrative**  
**MS Children's Home Society DBA Casey Children's Solutions**  
**REP No. 2018NH000530**  
**October 1, 2018 - September 30, 2019**

October 1, 2018 -  
September 30, 2019

	Amount	Interim	Step Down	Soft Support	TOTAL	Interim %	Step Down %	Soft Support %
<b>Clinical Team Supervisors:</b> These Licensed Master's or Certified Mental Health (CMHT) level positions will provide oversight and administrative responsibility to the In-Home Services Teams. Allocation based on staff available to serve CPS referrals and time spent providing oversight and administrative duties for CPSR teams. To include job time of Program Supervisor, Site Managers and/or Permanency Supervisor.	\$423,000.00	\$370,153.05	\$37,523.02	\$15,323.92	\$423,000.00	0.8751	0.0887	0.0362
30 Therapists: Allocation based on staff available to serve CPS referrals. Time spent per case member will be related for audit purposes.	\$1,280,000.00	\$1,102,585.58	\$111,770.21	\$65,645.71	\$1,280,000.00	0.8751	0.0887	0.0362
30 Case Managers: Allocation based on staff available to serve CPS referrals. Time spent per case member will be related for audit purposes.	\$993,000.00	\$868,940.87	\$80,055.96	\$43,973.17	\$993,000.00	0.8751	0.0887	0.0362
<b>Permanency Development Training:</b> These positions will provide the required annual training to all In-Home Staff to ensure the requirements are met per MDCHS policies. To include a minimum of 40 hours of pre-services training and 12 hours of annual training for all staff members.	\$48,000.00	\$42,003.18	\$4,257.53	\$1,739.88	\$48,000.00	0.8751	0.0887	0.0362
<b>Research and Quality Management:</b> The department oversees the development of performance outcome measures that are identified within the In-Home Program. The goal of this department is to develop and implement a continuous measurement and evaluation system that monitors and promotes the performance of the In-Home Program that meaningfully and accurately reflects the performance of the organization and provides additional programs and organizational improvement.	\$35,000.00	\$30,627.32	\$3,104.74	\$1,267.94	\$35,000.00	0.8751	0.0887	0.0362
<b>Administrative Assistant:</b> 235 of time providing support for the In-Home Services.	\$25,000.00	\$21,875.65	\$2,217.57	\$95.67	\$25,000.00	0.8751	0.0887	0.0362
<b>Regional Director:</b> These positions will serve as directors for the four regions of the state, providing regional administrative support and oversight for the In-Home Services.	\$167,173.00	\$146,287.46	\$14,829.40	\$6,056.14	\$167,173.00	0.8751	0.0887	0.0362
<b>Practice Training Specialists:</b> Responsible for professional development, annual and new hire orientation training for the In-Home Services Staff.	\$54,000.00	\$47,504.25	\$6,677.24	\$2,216.51	\$54,000.00	0.8751	0.0887	0.0362
<b>Family Preservation Coordinator:</b> The Family Preservation Coordinator is responsible for the coordination and serves as the liaison for the family preservation program within the In-Home Services Director to oversee the practice of the family preservation program as it relates to the In-Home Services Director and addressing family preservation/coordination services including implementation of evidenced based (best practices, standards of care, and training and development, program policies and procedures, as well as program fiscal management. Responsible and effective management with the specific objectives and goals. This position will also collaborate with state and local personnel including MDCH, MDH, and other regulatory agencies as appropriate. Provide administrative support to the Director of In-Home Services.	\$52,000.00	\$45,503.45	\$4,612.76	\$1,883.79	\$52,000.00	0.8751	0.0887	0.0362
<b>Part-time Child and Family Advocate:</b> This role will serve as a representative of, and advocate for youth and their families and be responsible for maintaining communication among families, the community, and In-Home Services staff.	\$16,000.00	\$14,001.05	\$1,419.31	\$579.63	\$16,000.00	0.8751	0.0887	0.0362
<b>Director of In-Home Services:</b> 50% of time will be spent providing oversight to all In-Home based programs including the implementation of CPSR and oversight of the family preservation program as it relates to planning, organizing and administering family preservation/reflection services.	\$17,650.00	\$15,471.92	\$4,244.53	\$1,733.45	\$17,650.00	0.8751	0.0887	0.0362
<b>TOTAL</b>	<b>\$3,151,023.00</b>	<b>\$2,729,452.82</b>	<b>\$277,743.39</b>	<b>\$113,426.20</b>	<b>\$3,151,023.00</b>	<b>0.8751</b>	<b>0.0887</b>	<b>0.0362</b>
<b>BENEFITS</b>								
<b>FICA @ .0765 x \$3,131,023</b>	\$239,523.26	\$209,590.74	\$21,241.37	\$8,677.15	\$239,523.26	0.8751	0.0887	0.0362
<b>Workers' compensation @ .3% x \$3,131,023</b>	\$93,930.69	\$82,189.86	\$8,332.30	\$3,402.80	\$93,930.69	0.8751	0.0887	0.0362
<b>Health and life insurance (approx. 70 lbs x \$500 per month x 12)</b>	\$420,800.00	\$367,427.86	\$37,285.50	\$15,215.24	\$420,800.00	0.8751	0.0887	0.0362
<b>Retirement (if eligible after 1 year of employment) 5% x \$3,131,023</b>	\$83,270.00	\$72,792.95	\$7,382.50	\$3,102.50	\$83,270.00	0.8751	0.0887	0.0362
<b>Unemployment insurance @ .19% on first \$7,000.00 (approx. 70 lbs x \$7,000 x 1.9%)</b>	\$12,170.00	\$10,745.87	\$1,092.55	\$457.27	\$12,170.00	0.8751	0.0887	0.0362
<b>TOTAL</b>	<b>\$856,894.24</b>	<b>\$749,664.94</b>	<b>\$75,994.74</b>	<b>\$31,005.27</b>	<b>\$856,894.24</b>	<b>0.8751</b>	<b>0.0887</b>	<b>0.0362</b>
<b>TRAVEL</b>								
<b>Lodging, meals, registrations for staff for conferences &amp; training and business related travel - staff</b>	\$28,000.00	\$24,501.85	\$2,483.79	\$1,014.35	\$28,000.00	0.8751	0.0887	0.0362
<b>To attend training/conferences and business related meeting @ \$400.00</b>	\$361,725.00	\$315,533.37	\$32,087.51	\$13,104.12	\$361,725.00	0.8751	0.0887	0.0362
<b>Mileage - Mileage reimbursement up to federal allowed reimbursement rate \$0.55/mile @ 682,200 miles</b>	\$366,725.00	\$341,635.23	\$34,571.30	\$14,110.47	\$366,725.00	0.8751	0.0887	0.0362
<b>TOTAL</b>	<b>\$756,450.00</b>	<b>\$661,670.45</b>	<b>\$69,136.39</b>	<b>\$28,224.94</b>	<b>\$756,450.00</b>	<b>0.8751</b>	<b>0.0887</b>	<b>0.0362</b>
<b>CONTRACTUAL</b>								
<b>Training - Includes contract with consultants for 14 days at \$1,500.00 a day and training provided for and by program staff, as well as conferences for staff development.</b>	\$119,800.00	\$101,322.68	\$10,277.26	\$4,195.05	\$119,800.00	0.8751	0.0887	0.0362
<b>This also includes travel (lodging, meals, airfare) for consultants.</b>								
<b>14 x \$1,500.00 + \$150 per year for 80 staff for Practice Week</b>	\$60,000.00	\$52,503.98	\$5,322.41	\$2,173.61	\$60,000.00	0.8751	0.0887	0.0362
<b>Professional dues for 40 licensed staff, other licensing fees and software licensing fees, Professional consulting for data analytics and software development.</b>	\$125,400.00	\$109,733.32	\$11,123.85	\$4,542.83	\$125,400.00	0.8751	0.0887	0.0362
<b>Telephone - Includes cell phones usage and office phone system estimate @ \$50/mth for 11 offices for 12 months. This includes dedicated conference line for CHS for In-Home case staffing</b>	\$22,500.00	\$19,688.98	\$1,995.91	\$815.10	\$22,500.00	0.8751	0.0887	0.0362
<b>\$500 x 11 x 12</b>								
<b>Accounting - Includes a portion of the annual audit required by outside certified public accounting firm. The allocation represents approximately 30% of the annual fee of \$75,000.00</b>	\$22,500.00	\$19,688.98	\$1,995.91	\$815.10	\$22,500.00	0.8751	0.0887	0.0362
<b>Personal Expenses - Includes \$1,250 for 11 offices annually primarily for advertising for staff and background checks, drug screen through outside firm, and other immaterializations such as training - includes printing cost for 11 offices at \$1,000</b>	\$17,750.00	\$15,632.43	\$1,571.55	\$643.02	\$17,750.00	0.8751	0.0887	0.0362
<b>\$1,250 x 11 x 12</b>								
<b>Lease property - Rental of office space estimated @ \$3,000 for 11 offices for 12 months</b>	\$39,600.00	\$34,656.27	\$3,512.94	\$1,434.57	\$39,600.00	0.8751	0.0887	0.0362
<b>\$3,000 x 11 x 12</b>								
<b>Utilities - Includes gas, electricity, water, Internet hook up and access, other utilities, and calling and hook-up/installation cost estimated at \$800 per month for 12 months</b>	\$39,600.00	\$34,656.27	\$3,512.94	\$1,434.57	\$39,600.00	0.8751	0.0887	0.0362
<b>TOTAL</b>	<b>\$396,000.00</b>	<b>\$346,526.27</b>	<b>\$35,127.94</b>	<b>\$14,345.79</b>	<b>\$396,000.00</b>	<b>0.8751</b>	<b>0.0887</b>	<b>0.0362</b>

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\$300 x 11 x 12		\$105,600.00	\$92,407.00	\$9,297.45	\$3,825.55	\$105,600.00	0.8751	0.0887	0.0362
Postcard services, janitorial, maintenance of property, equipment, and street services estimated at \$1100.00 a month for all 11 offices									
\$1100.00 x 11									
Insurance - Professional liability, property/equipment coverage and other estimated at \$2800 for 11 offices		\$12,100.00	\$10,988.30	\$1,073.35	\$438.34	\$12,100.00	0.8751	0.0887	0.0362
\$2800 x 11									
Equipment rental - includes equipment rental to eqsh. 11 offices estimated at \$1,500.00 per office annually for copier, fax machine, postage meter and other misc. rental		\$30,800.00	\$26,992.04	\$2,712.17	\$1,115.78	\$30,800.00	0.8751	0.0887	0.0362
\$1500 x 11									
Travel Funds for families to assist with concrete needs, not needed		\$16,500.00	\$14,438.59	\$1,463.86	\$897.74	\$16,500.00	0.8751	0.0887	0.0362
		\$42,500.00	\$37,150.32	\$4,500.00	\$1,535.64	\$42,500.00	0.8751	0.0887	0.0362
		\$955,950.00	\$835,519.66	\$84,759.37	\$34,630.97	\$955,950.00	0.8751	0.0887	0.0362
TOTAL									
COMMODITIES									
Office Supplies - Paper, pens, calculator tape, computer, and copier supplies.									
\$100 x 11 x 12		\$13,200.00	\$11,550.88	\$1,170.93	\$476.19	\$13,200.00	0.8751	0.0887	0.0362
Janitorial supplies- Cleaning products, toilettes and other janitorial items									
300 x 8		\$2,400.00	\$2,100.16	\$212.90	\$68.94	\$2,400.00	0.8751	0.0887	0.0362
Program Expenses - Materials for training sessions and other items including manuals, notebooks, DVD's, workbooks, binders, training curriculum and other parenting educational materials and other supplies applicable to the program, and misc.									
Postage and Shipping		\$52,000.00	\$45,503.45	\$4,812.76	\$1,883.79	\$52,000.00	0.8751	0.0887	0.0362
125 x 11 x 12		\$16,500.00	\$14,438.59	\$1,463.86	\$897.74	\$16,500.00	0.8751	0.0887	0.0362
Gasoline - For travel in a company vehicles (mileage will not be paid to the individuals) in regions.		\$2,500.00	\$2,175.91	\$253.39	\$115.73	\$2,500.00	0.8751	0.0887	0.0362
		\$87,254.83	\$75,386.59	\$17,483.84	\$5,162.40	\$87,254.83	0.8751	0.0887	0.0362
TOTAL									
EQUIPMENT									
Technology equipment									
		\$75,000.00	\$65,823.87	\$6,653.02	\$2,717.01	\$75,000.00	0.8751	0.0887	0.0362
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.8751	0.0887	0.0362
TOTAL		\$75,000.00	\$65,823.87	\$6,653.02	\$2,717.01	\$75,000.00	0.8751	0.0887	0.0362
		\$6,495,687.27	\$4,809,900.91	\$487,605.45	\$199,080.91	\$6,495,687.27	0.8751	0.0887	0.0362
Indirect Cost at 10%		\$553,568.73	\$400,900.09	\$46,750.55	\$19,909.09	\$553,568.73	0.8751	0.0887	0.0362
GRAND TOTAL		\$6,045,256.00	\$4,230,006.00	\$356,256.00	\$219,000.00	\$6,045,256.00	0.8751	0.0887	0.0362

# Standard Assurances and Certifications

**V. CERTIFICATION OF ADEQUATE FIDELITY BONDING**

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.

Please See Section 2.2 for Agency Insurance

For Subgrantees/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained.

N/A

**SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS:**

Mississippi Children's Home Services  
CARES Center, Inc

**SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:**

P.O. Box 1078, Jackson, MS 39215  
1485 Lakeland Drive, Jackson, MS 39216  
1900 N. West Street, Jackson, MS 39202

**TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE**

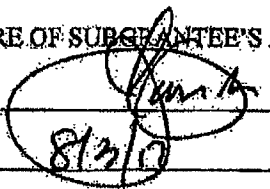
John D. Damph, Ph.D.  
Chief Executive Officer

As the authorized representative of the subgrantee, I hereby certify that the subgrantee will comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the subgrant.

**SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:**

Signature

Date

  
8/3/17



**IV. UNRESOLVED MONITORING FINDINGS;  
UNRESOLVED AUDIT FINDINGS;  
AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS**

Identify any unresolved monitoring findings related to any programs that have been received by the Subgrantee during the last three (3) years and the status of each finding:

N/A

Identify any unresolved audit findings related to any programs received by the Subgrantee during the last three (3) years and the status of each finding:

N/A

Identify any litigation and/or administrative hearings that the Subgrantee, the Subgrantee's Senior Management, or Subgrantee's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

N/A

# FEDERAL DEBARMENT VERIFICATION

Partnership Debarment Verification Form  
Revised April 5, 2016

**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES  
PARTNERSHIP DEBARMENT VERIFICATION FORM**

*Please Print/Type Clearly in Blue Ink*

Subgrantee's/Contractor's Name	Mississippi Children's Home Society d/b/a Canopy Children's Solutions
Authorized Official's Name	John D. Damon, Ph.D.
DUNS Number	070863780
Address	1465 Lakeland Drive, Jackson, MS 39216
Phone Number	601-352-7784

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) -- System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.

Signature of Authorized Official

Date

8/3/17

# Fidelity Bond/ Certificate of Insurance

DocuSign Envelope ID: F100E0EF-659C-4273-857A-43C3193CE4C4

Client#: 19331

MSGH

ACORD<sup>TM</sup>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900		<b>CONTACT NAME:</b> Kristen Wade <b>PHONE (A/C, No, Ext):</b> 601 948-2900 <b>FAX (A/C, No):</b> 601 355-3227 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE:</b> <b>INSURER A:</b> National Union Fire <b>INSURER B:</b> New Hampshire Insurance Company <b>INSURER C:</b> Travelers <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Mississippi Children's Home Services dba Canopy Children's Solutions P. O. Box 1078 Jackson, MS 39215-1078		<b>NAIC #</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR CTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC.		29LX06841449	12/31/2016	12/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS & COMPOD AGG \$3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01CA04819235	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED <input type="checkbox"/> RETENTION \$		29UD0166989021	12/31/2016	12/31/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				INC STATUS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b>		29LX06841449	12/31/2016	12/31/2017	\$1,000,000/\$3,000,000
C	<b>Emp. Dishonesty</b>		105542230	12/31/2016	12/31/2017	\$1,000,000/\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 General Liability, Professional Liability and Auto Liability policies contain Blanket Additional Insured per written Contract, Agreement or Permit. General Liability policy also contains Blanket Waiver of Subrogation, per written Contract, Agreement or Permit. All coverage is subject to policy terms, conditions and exclusions.

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Mississippi Department of Child Protection Services P.O. Box 346 Jackson, MS 39205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dwight A. W. W. W.</i>
--	--

 ACORD 25 (2010/05)  
 #S486818/M449577

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DocuSign Envelope ID: F100E0EF-659C-4273-857A-43C3193CE4C4

**DESCRIPTIONS (Continued from Page 1)**

**Named Insureds:**

Mississippi Children's Home Services, Inc. dba Canopy Children's Solutions

Mississippi Children's Home Society

CARES Center, Inc.

# W9 FORM

**Form W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Mississippi Children's Home Society**

2 Business name/disregarded entity name, if different from above  
**Canopy Children's Solutions**

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) in the box below:  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☒ Other (see instructions) **801(C)(3)**

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):  
 Exempt payee code (if any)  
 Exemption from FATCA reporting code (if any)  
 (Applies to a contract not entered into this year)

5 Address (number, street, and apt. or suite no.)  
**PO Box 1078**

6 City, state, and ZIP code  
**Jackson, MS 39216**

7 List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

6	4	-	0	2	0	3	0	8	5
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person *Age J. J. J.*

Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after its release) is at [www.irs.gov/form990](http://www.irs.gov/form990).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (Dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stocks or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1042-O (foreign debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What Is Backup Withholding?** on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See **What Is FATCA Reporting?** on page 2 for further information.

Oct. No. 10281X

Form W-9 (rev. 12-2014)

Canopy Children's Solutions  
RFP No. 2018INHOMED01  
Page 133



# Notification of Liability

**Mississippi Department of Child Protection Services  
Board Member's Notification of Liability**

MDCPS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDCPS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and/or its agents, employees, contractors, or subcontractors, in the performance of this Subgrant. The Subgrantee acting through its Board of Directors assumes liability in the event the Subgrantee misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement of this effect prior to receiving funds under this subgrant.

I acknowledge and agree to notify all members of the Board of Directors, if applicable, in writing of the assumption by MDCPS of liability in the event that Mississippi Children's Home Society d/b/a Canopy Children's Solutions misuses funds or fails to perform according to the provisions of the Subgrant. Further, I will keep a copy of said notification letter as a permanent part of the Subgrant file.

Signature of Entity's Director: 

Name: John D. Damon, Ph.D.

Organization: Mississippi Children's Home Society d/b/a Canopy Children's Solutions

Date: 8/3/17

Witness Signature: Tammy Arnal, MBA 

Date: 8/3/17

# Subgrant Acceptance Form

SAMA-003.01  
March 2017**MDHS Subgrant/Agreement Manual Acceptance Form****Subgrant/Agreement Manual Coordinator**

Each Subgrantee should designate a Mississippi Department of Child Protection Services, Mississippi Department of Human Services Subgrant/Agreement Manual coordinator who is familiar with the agency's operations. The coordinator's name, address, and telephone number should be sent directly to the Director, Office of Monitoring, Mississippi Department of Human Services, by the beginning of each contract period. The subgrantee should only notify the Director, Office of Monitoring, MDHS, in writing of any change in assignment.

Wanda Thomas, LCSW-Intensive In-Home Director

As duly authorized representative of the Mississippi Children's Home Society d/b/a Canopy Children's Solutions  
John D. Damon, Ph.D., I certify that said organization will comply with the above provisions  
 and that I have accessed as of this date, a copy of the 2016 Mississippi Department of Human Services  
 Subgrant/Agreement Manual.

Signature

Chief Executive Officer

Title

Date

Mississippi Children's Home Society d/b/a  
Canopy Children's Solutions  
 Organization

# MINORITY VENDOR SELF CERTIFICATION FORM

**STATE OF MISSISSIPPI  
MINORITY VENDOR SELF CERTIFICATION FORM**

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: Mississippi Children's Home Society d/b/a Canopy Children's Solutions  
 Address: 1465 Lakeland Drive Post Office Box: 1078  
 City: Jackson State: MS Zip: 39216  
 Telephone: 601-352-7784 Tax I.D.: 64-0903085  
 SAAS Vendor#s (if known): \_\_\_\_\_  
**MINORITY STATUS**

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

   Applicable    ☒ Not Applicable

**IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:**

<b>Minority Business Enterprise</b>	<b>Women Business Enterprise</b>
<u>  </u> A (Asian Indian)	<u>  </u> M (Asian Indian)
<u>  </u> B (Asian Pacific)	<u>  </u> N (Asian Pacific)
<u>  </u> C (Black American)	<u>  </u> O (Black American)
<u>  </u> D (Hispanic American)	<u>  </u> P (Hispanic American)
<u>  </u> E (Native American)	<u>  </u> Q (Native American)
	<u>  </u> R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Mississippi Children's Home Society d/b/a

Business: Canopy Children's Solutions

Certified by: \_\_\_\_\_

Date: \_\_\_\_\_ Title: CEO

Name Printed: John D. Dancy, Ph.D

# E-Verify



Company ID Number: 116278  
Client Company ID Number: 702810

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), Mississippi Children Home Services (Employer), and The Ultimate Software Group, Inc. (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.





Company ID Number: 116278  
 Client Company ID Number: 702810

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - Automated verification checks on employees by electronic means, and
  - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination



**Company ID Number: 116278**  
**Client Company ID Number: 702810**

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

#### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish



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Identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) Identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
  6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the



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employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(f)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final





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nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.



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#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
  - b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
  - c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.
  - d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days



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after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent



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to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day





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time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO DHS**



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1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by and express mail account (paid for at employer expense).
7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**



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The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

#### **ARTICLE V**

##### **PARTIES**

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.

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- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

Mississippi Children Home Services (Employer) hereby designates and appoints The Ultimate Software Group, Inc (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out Mississippi Children Home Services (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.